

Exhibit “B”

Proprietary & Confidential**Term Sheet**

The below is a binding outline only of principal terms and conditions (this “Term Sheet”), and does not purport to be a complete list of all terms and conditions that will be included in Definitive Documents (as defined below). It is provided for discussion purposes only. Only upon a successful execution of the Definitive Documents will all parties to such Definitive Documents be committed to make any payment and such other financial accommodations as set forth therein.

<u>BINDING OUTLINE OF PROPOSED TERMS AND CONDITIONS</u>	
Borrower	Prodea Systems, Inc. (the “ <u>Borrower</u> ”).
Investor	Mr. Rehan Chaudri
Investment amount and timing	\$50 million USD. The First Closing to occur for a minimum \$25 million USD on or before August 1, with subsequent rolling closing in the next month following the First Closing. The loan shall be fully funded by September 15 (“ <u>Last Closing</u> ”). The funds will be made available to the Borrower for permitted purposes, and the balance deemed loaned to the Borrower (the “ <u>Loan</u> ”).
Terms	The Loan will mature on the date that is 36 months after the Last Closing date (the “ <u>Maturity Date</u> ”).
Interest Rate	Fixed rate of 10% per annum (the “ <u>Interest Rate</u> ”), of which 5% will be paid monthly and 5% per annum in PIK interest.
Use of Proceeds	Subject to terms of the definitive agreement, the first \$25 million USD of the Loan will be used by the Borrower to restructure certain outstanding secured indebtedness of the Borrower under existing credit agreements, in order to provide senior security for the Investor. The remaining funds raised will be used as working capital by the Company.
Security	The obligations in connection with the Loan will be secured by all assets (including, but not limited to, intellectual property) of the Borrower on a perfected first priority basis and of the combined company once the acquisition is complete.
Voluntary Prepayments	Prepayments of the Loan will be permitted at any time, upon thirty days’ prior written notice to the Investor, in minimum principal amounts to be agreed upon, without premium or penalty; provided that if the Loan is prepaid in full prior to the Maturity Date, the full amount of interest due up to repayment date but no less than 12 months (if such payment was not made) shall be due and payable on such prepayment date.
Conversion	The Note principal and accrued interest will be converted into Common Shares of stock in the equity of the combined company at the time of subsequent public listing, at a 15% discount to the public listing price of the shares (the “ <u>Public Listing Conversion Price</u> ”). If a public listing of the combined entity has not occurred within 36 months of the Closing Date, the Note may be converted into

	equity of the combined company at a price mutually agreed upon between the noteholders and the management of the combined Prodea-Coriant entity (the “Mutually Negotiated Conversion Price”). If no public listing of the combined entity has occurred and if no mutual agreement on conversion price has been reached at the 36-month mark post the Closing Date, then the Note will become due and payable at the time with accrued interest.
Financial Covenants	Light operational covenants.
Default	The Term Loan documents will contain events of default customarily found in loan agreements for similar financings.
Representations and Warranties	The Term Loan documents will contain representations and warranties customarily found in loan agreements for similar financings.
Governing Law	The Definitive Documents will be governed by the laws of the State of New York. Venue for resolution of any disputes shall be in the Federal or State courts in the State of New York. It is agreed that the parties to the Definitive Documents shall waive the right to a jury trial.
Modification	This Term Sheet is binding and may not be amended, modified in any manner or terminated orally, and no amendment, modification, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the parties against whom the same is sought to be enforced.

FOR THE BORROWER:

BY: 
 MR. HAMID ANSARI

DATE: JULY 19, 2018

FOR THE INVESTOR:

BY: _____
 MR. REHAN CHAUDRI

DATE: _____